

## **Limited Lifetime Warranty**

# New Construction and Replacement Products Produced in Denver, Colorado

At Prime Window Systems we are proud of the quality and workmanship of our windows and patio doors and want you to be satisfied with them. Subject to the terms below, we are pleased to offer you the following Limited Lifetime Warranty on our products for materials and workmanship manufactured after August 1, 2016 at no additional cost to you!

Our warranty does not cover normal wear and tear, or damages resulting from misuse, abuse, neglect or improper maintenance, and alterations or damages caused by others.

## Vinyl Components



Prime Window Systems warrants to the original single-family homeowner that products manufactured by Prime Window Systems after August 1, 2016 will be free of defects in parts

and workmanship under normal use and service for as long as you own and reside in the home in which the products were installed.

#### **Insulated Glass**

The insulated glass portion of the window is warranted to the original single-family homeowner not to "fail" under normal use for 10 years. A "failed" unit is one that develops a significant obstruction of vision resulting from a moisture film formation or dust collection between the interior glass surfaces of the unit caused by failure of the hermetic seal. Small marks, scratches and spots which do not exceed company standards or federal government specifications DD-G-451 D or ASTM Cio36 Standard Specification for Flat Glass, are not considered failed units. Glass breakage is not covered under the Prime Window Systems Warranty.

## Parts and Components

Prime Window Systems will ship new parts or components to replace any defective window component or part at no charge for one year of the date of manufacturing after August 1, 2016.

#### Labor

Prime Window Systems will repair or replace any defective glass or frame component to the original single family home owner for one year of the date of manufacturing after August 1, 2016. Prime Window Systems, in its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the window product, excluding installation costs.

## **Product Changes**

Prime Window Systems reserves the right to discontinue or change any product it manufacturers. If the part or component of the product originally installed is not available and Prime Window Systems determines to make replacement, Prime Window Systems shall have the right to substitute such part or component designated by Prime Window Systems to be of equal quality and price.

## Multi-Family Applications

If Prime Window Systems products are installed in nonowner multi-family occupied dwellings then this warranty is limited to 10 years on glass and 1 year on parts and labor from the date of delivery.

## **Commercial Applications**

If Prime Window Systems products are used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to 2 years from the date of delivery, and excludes labor.

#### General Limitations

THIS LIMITED LIFETIME WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL EXPIRE WITH THE TERM OF THIS LIMITED WARRANTY. PRIME WINDOW SYSTEMS EXCLUDES AND WILL NOT PAY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPLACEMENT OR REFUND OF ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages for limitation of the duration of an implied warranty.

This limited warranty is only applicable in the USA. This is limited warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state. This limited warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers.

### Condensation, Mold & Mildew Exclusions

Condensation on the glass surface is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold, mildew and related health risks. In no event shall Prime Window Systems be liable for any damages, including special, incidental or consequential damages, resulting from condensation, mold or mildew.

IF YOU BECOME AWARE OF PERSISTENT CONDENSATION ON YOUR WINDOWS, YOU SHOULD TAKE IMMEDIATE REMEDIAL ACTION TO PREVENT WATER, MOLD AND/OR MILDEW DAMAGE TO YOUR PROPERTY AND POTENTIAL HEALTH RISKS.

#### Color Exclusions

Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, location of your home and other local conditions. Painted products are subject to the warranty provided by the paint manufacturer and applicator. Contact us for the limited warranty for painted products.

## **Damage-Related Exclusions**

- Improper installation, use or maintenance
- Product failure or damage due to improper installation or modifications including: adjustments or corrections due to improper installation
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Units improperly assembled and/or improperly mulled by others
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship
- Glass or metal damage caused by others (e.g., brick wash, sanding or improper washing, chemicals or airborne pollutants such as salt or acid rain).
- Delivery damage by companies other than Prime Window Systems
- Accidents or Acts of God
- Normal wear and tear

#### General Exclusions

- Non-transferable
- Tarnish, corrosion or discoloration of hardware finishes
- Screens are not covered under the warranty
- Special glazing contact us concerning the limited warranty for special glazing
- Caulking is a maintenance responsibility of the homeowner after installation and is not covered under the warranty
- Applicable taxes and freight
- Warranty labor is not included if products are sold outside of our standard delivery routes

## How to get help...

For further information or to make a claim, please contact the Prime Window Systems retailer/dealer who supplied you with the Prime Window Systems product. If unavailable or unknown to you, you may contact us at:

Prime Window Systems Warranty Service 12775 E. 38th Ave Denver, CO 80239 303-375-1929

You may also contact us using the Customer Care section of our web site at **www.primewindowsys.com**.

All claims must include the following information:

- Description of the product such as the exterior color, unit size or inside visible glass measurements
- A detailed description of the suspected defect and where the product is installed
- Proof of purchase and date
- Your name, address, telephone number

When warranty coverage is unclear, Prime Window Systems may charge an inspection fee of \$100.00 for any on-site inspections. If the inspector determines the Prime Window Systems product has a defect covered by this warranty, the inspection fee will be waived.



12775 E. 38th Ave Denver, CO 80239 primewindowsys.com